



Texas Juvenile Justice Department
Business Unit # 64400
Purchase Order # 18-0006465

Page: 1 of 4

Payment Terms: **NET30** Freight Terms: **FOB Destination**

Ship Via: **US Mail Fi PCC: S** Date: **05/02/18** PO Method: **FB** Dispatch: **Dispatch Via Print** Rev Dt:

PLEASE NOTE: ADDITIONAL TERMS AND CONDITIONS MAY BE LISTED AT THE END OF THE PURCHASE ORDER.

Vendor: Katy Carter
1114 Shady Circle
Lexington TX 78947-9423
United States

Ship To: 25.GIDS - Giddings Delivery Location
2261 James Turman Rd.
Giddings TX 78942
United States

Vendor ID: 1208742515 8

Purchaser: Brenda Medack
Phone: 979/542-4511
Fax:
Email: brenda.medack@tjjd.Texas.gov

Bill To: Giddings State School - Accounting
PO Box 600
Giddings TX 78942
United States

Fax:
Email: GIDinvoice@tjjd.texas.gov

PO Information:

Maintenance
repair sewer breakage at cafe

Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
1- 1	estimate to inspect/repair/replace sewer pipes at cafe	913/81	1.0000	JOB	\$28,980.00000	\$28,980.00	05/02/2018
						Schedule Total	\$28,980.00
						ReqID: REQ0038976	
						Item Total for Line # 1	\$28,980.00

Total PO Amount **\$28,980.00**

All Shipments, Shipping papers, invoices and correspondence must be identified with our Purchase Order Number. Over shipments will not be accepted unless authorized by Purchaser prior to Shipment.

Authorized Signature

Brenda Medack CTP

05/08/2018



Texas Juvenile Justice Department
Business Unit # 64400
Purchase Order # 18-0006465

Page: 2 of 4

Purchase Order Terms and Conditions

Any vendor furnished terms and conditions attached to a bid, quote, or purchase order will not be considered, unless specifically referred to in the purchaser order (PO). Vendor supplied terms and conditions may result in disqualification of their bid and rescinding of purchase order. These terms and conditions which become a part of any purchase order issued by TJJD will supersede a vendors terms and conditions unless otherwise mutually agreed to in writing and referred to in the purchase order.

Vendor Affirmation Providing a false statement is a material breach of PO terms and shall void the submitted bid or any resulting contract or PO. In such case a Vendor shall be removed from all bid lists. By accepting this PO, the Vendor hereby certifies that:

The vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.

Neither the vendor nor the firm, corporation, partnership, or institution represented by the vendor, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State or the Federal Antitrust Laws (see section 9, above), nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

Pursuant to Section 2155.004, Government Code, the vendor has not received compensation for participation in the preparation of the specifications for this purchase.

Pursuant to Section 231.006 (d), Family Code, re: child support, the vendor certifies that the individual or business entity named in this PO is not ineligible to receive the specified payment and acknowledges that this contract or PO may be terminated and payment may be withheld if this certification is inaccurate.

Under Section 2155.004, Government Code, the vendor certifies that the individual or business entity named in this PO is not ineligible to receive the specified PO and acknowledges that this PO may be terminated and payment withheld if this certification is inaccurate.

VENDOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS, ITS OFFICERS, AND EMPLOYEES, AND TJJD, ITS OFFICERS, AND EMPLOYEES AND CONTRACTORS, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS FEES AND COURT COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF VENDOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF VENDOR IN THE EXECUTION OR PERFORMANCE OF THIS PO. VENDOR SHALL COORDINATE ITS DEFENSE WITH THE TEXAS ATTORNEY GENERAL AS REQUESTED BY TJJD.

Vendor agrees that any payments due under this PO will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

Vendor certifies that they are in compliance with section 669.003 of the Government Code, relating to contracting with executive head of a State agency. If section 669.003 applies, vendor will complete the following information in order for the bid to be evaluated:

Name of Former Executive Name of State Agency

Date of Separation from State Agency Position with Vendor

Date of Employment with Vendor

Vendor agrees to comply with Texas Government Code 2252.901. If the Vendor and/or any of its employees have been employed by TJJD within the last 12 months, fill in the following information and return to the purchaser immediately. Failure to disclose this information may result in the termination of this PO:

Name of Former Employee Date of separation from TJJD Date of employment with Proposed Vendor Position with Proposed Vendor

Pursuant to Section 2262.003 of the Texas Government Code, the state auditor may conduct an audit or investigation of the vendor or any other entity or person receiving funds from the state directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by the vendor or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the vendor or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information that state auditor considers relevant to the investigation or audit. Vendor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the vendor and the requirement to cooperate is included in any subcontract it awards.

Purchase Order Number: Vendor Name:

Order Date:

Under Section 2155.006(b) of the Texas Government Code, a state agency may not accept a bid or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five-year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006 of the Texas Government Code, the vendor certifies that the individual or business entity named in this bid is not ineligible to receive the specified contract and acknowledges that any contract resulting from this IFB may be terminated and payment withheld if this certification is inaccurate.

Vendor certifies that it and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and that vendor is in compliance with the State of Texas statutes and rules relating to procurement and that vendor is not listed on the federal governments terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov/>

Vendor agrees to comply with Texas Government Code 2155.4441 relating to use of service contracts for products produced in the State of Texas.

Vendor certifies that it is not on the list of Specially Designated Nationals and Blocked Persons maintained by the Office of Foreign Assets Control.

Funding Out Clause: Any PO issued by TJJD is contingent upon the continued availability of lawful appropriations of funds by the Texas Legislature.

Addition/Deletion: Amendments may be made for additions and/or deletions of goods or services under the same terms and conditions of this order.

Authorized Relief from Performance (Force Majeure): The agency may grant relief from performance of the PO if the vendor is prevented from compliance and performance

Authorized Signature

Brenda W. CTP

05/08/2018



Texas Juvenile Justice Department
Business Unit # 64400
Purchase Order # 18-0006465

Page: 3 of 4

by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the vendor. The burden of proof for the need of such relief shall rest upon the vendor. To obtain release based on Force Majeure, the vendor must file a written request with the ordering agency.

Dispute Resolution: The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, by the Texas Juvenile Justice Department and the vendor to attempt to resolve any claim for breach of contract made by the vendor. The submission, processing and resolution of the vendors claim is governed by the published rules adopted by the Texas Juvenile Justice Department pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.

Delivery:

Vendor shall show number of days required to place material in receiving agency's designated location under normal conditions. Delivery days mean calendar days, unless otherwise specified. Failure to state delivery time obligates vendor to deliver in 14 calendar days. Unrealistic delivery promises may cause bid to be disregarded or PO terminated.

If delay is foreseen, vendor shall give written notice to the appropriate ordering entity. Vendor must keep the ordering agency advised at all times of status of order. Default promised delivery (without accepted reasons) or failure to meet specifications authorizes the TJJD to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.

No substitutions permitted without written approval of TJJD.

Delivery shall be made during normal working hours only, unless prior approval has been obtained from ordering agency.

Identification of Shipments: In addition to the complete destination address, each package must be clearly marked with the agency purchase order number as shown on the order. Each shipment must be accompanied by a packing slip referencing this information.

Inspection and Tests: All goods are subject to inspection and test by the Agency. Authorized TJJD personnel shall have access to supplier's place of business for the purpose of inspecting merchandise. Upon request, tests shall be performed on samples submitted or on samples taken from regular shipment. All costs shall be borne by the vendor in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods, which have been delivered and rejected in whole or in part, may be, at the States option, returned to the vendor at vendors risk and expense or disposed of in accordance with TBPC rules or State statutes. Latent defects may result in revocation of acceptance of any product.

Acceptance: Inspections shall occur when the merchandise is being unpacked, uncrated, etc. The merchandise shall be checked against the purchase order for damages, shortages and compliance with the orders specifications. The agency shall inspect all shipments received against purchase order and report any discrepancies (allowance for concealed damages) to the vendor no later than 15 days from initial delivery. All deliveries shall be subject to further inspection prior to acceptance (e.g., concealed damages, shortages, etc.). A vendor may be required to pick up any merchandise not conforming to specifications and replace the merchandise immediately.

Damage Assessment: If a vendor is in default on an order, the State reserves the right to purchase the item(s) in default and charge the increase in price, if any, and cost of handling to the vendor.

Purchase Order Number: Vendor Name:

Order Date:

Acceptance of a PO: By accepting this PO, vendors accepts the terms, conditions and specifications contained herein. Acceptance is defined as vendor performing any work or services related to this purchase. The PO shall be governed, construed and interpreted under the laws of the State of Texas. Any legal actions must be filed in Travis County, Texas. Factors listed in Texas Government Code, Title 10, Subtitle D, Section 2155.074, 2155.144, 2156.007 and 2157.003 shall also be considered in awarding a PO.

Damages for Failure to Perform: A vendor who fails to perform as required under a PO shall be liable for actual damages and costs incurred by the agency and/or the State of Texas. If merchandise delivered under a PO has been used or consumed by the agency and on testing is found not to comply with specifications, no payment may be approved for such merchandise until the amount of actual damages incurred has been determined. A vendor who fails to pay such damages assessed by the agency/state may not be awarded additional POs until such damages have been paid or the matter has been otherwise resolved.

Payment: Invoices must be submitted to the receiving entity and must indicate the vendors Texas Payee Identification Number. Invoice must show the receiving entity's name, must correspond with the item(s) as numbered on the purchase order, shipment date of merchandise and applicable purchase order number and date of purchase order. The State will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice. Payments for merchandise purchased with state appropriated funds will be made through state warrants issued by the Comptroller of Public Accounts. Discount(s), if applicable, must be stated.

Prompt Payment: Terms of payment shall be in accordance with Chapter 2251 Texas Government Code.

Patents or Copyrights: The vendor agrees to protect the State from claims involving infringement of patents or copyrights.

Vendor Assignments: Without the prior written consent of TJJD, Vendor may not assign this PO, in whole or in part, and may not assign any right or duty required under it.

Anti-Trust: Vendor represents and warrants that neither Vendor nor any firm, corporation, partnership, or institution represented by Vendor, or anyone acting for such firm, corporation or institution has (1) violated the antitrust laws of the State of Texas under Tex. Bus. Com. Code, Chapter 15, or the federal antitrust laws; or (2) communicated directly or indirectly the Proposal to any competitor or any other person engaged in such line of business during the procurement process for this PO.

Termination: TJJD may terminate for convenience its obligations under this PO by giving thirty (30) days notice. TJJD may be responsible for the cost associated with a termination for convenience. TJJD may terminate its obligations under this PO immediately in the event conditions exist that threatens the health, safety or welfare of TJJD youth or in the event of breach of by vendor. TJJD may terminate its obligations under this PO for failing to complete any corrective actions specified, provided no extenuating circumstances exist. TJJD may terminate its obligations under this PO if vendor is non-compliant with any area of the terms and conditions; or is below standards in overall performance of the work required by this PO. TJJD shall terminate this PO in the event that TJJD is not granted funding to pay for the herein described products or services or in the event that funding is lost due to either a reduction in the budget or a reallocation of budgeted funds.

Severability: If any part of this PO is contrary to any federal, state, or local law, it is not applicable and such invalidity shall not affect the other provisions or applications of this agreement which can be given effect without the invalid provision or application and to that end the provisions of this PO are declared to be severable.

Payments Owed State: In accordance with Tex. Government Code Ann. 403.055(h) any payments owed to the vendor under this PO will be applied toward elimination of the vendors indebtedness to the state, delinquency in payment of taxes to the state, or delinquency in payment of taxes that the Comptroller administers or collects until the indebtedness or delinquency is paid in full. Vendor agrees that any payments due under this PO will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

Subcontracting Program (HUBs) Good Faith Effort: State agencies are required to make a good faith effort to assist Historically Underutilized Businesses (HUBs) in receiving contract awards issued by the state, see Tex. Govt Code Ann. Title 10, Subtitle D, Chapter 2161. The goal of the program is to promote fair and competitive business opportunities for all businesses contracting with the State of Texas. In the event this PO exceeds \$100,000.00, vendor will be required to submit a HUB

Authorized Signature

Brenda Wadock, CTP

05/08/2018



Texas Juvenile Justice Department
Business Unit # 64400
Purchase Order # 18-0006465

Page: 4 of 4

Subcontracting Plan (HSP) demonstrating its Good Faith Effort (GFE) in providing opportunities to HUBs. Failure to do so may result in the immediate termination of this PO.

Recycled/Remanufactured/Environmentally Sensitive Products: Texas state law requires that a purchasing preference be given to any product made from recycled material if the product meets written specifications as to quality and quantity. If a product bid contains recycled material, please identify the item number and report the percent of all recycled material in the product and the percent of post-consumer material used in the product. Post-consumer means material that has been recycled after sale to a consumer as opposed to reuse of manufacturing waste material prior to sale. In addition, identify any products that meet the criteria of environmentally sensitive.

Material Safety Data Sheets: A vendor must provide, at no cost, at least one copy of any applicable Manufacturers Material Safety Data Sheets (MSDS). If OSHA or Federal or State laws provide for additional requirements, those requirements are in addition to the MSDS requirement.

Purchase Order Number: Vendor Name:

Order Date:

Advanced Technology Clause 22 TexReg 10551: The vendor expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, the vendor represents and warrants to the qualified ordering entity that the technology provided to the qualified ordering entity for purchase is capable, either by virtue of features included with the technology or because it is readily adaptable by use with other technology, of:

providing equivalent access for effective use by both visual and nonvisual means;

presenting information, including prompts used for interactive communications, in formats intended for both visual and nonvisual use; and

being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

For purposes of this clause, the phrase equivalent access means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other means such as assistive devices or services that would constitute reasonable accommodations under the Federal Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays and customizable display appearance.

Public Information Act: Information, documentation and other material in connection with the solicitation or any resulting PO may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the Public Information Act).

Condition of Products: All items supplied shall be new and unused, of current production, and in first class condition, including containers suitable for shipment and storage, unless otherwise specified and approved by TJJD.

Warranty: Manufacturers standard warranty shall apply unless otherwise stated.

Freight Charges F.O.B. Point: All purchases shall be F.O.B. destination, transportation prepaid and allowed, i.e., included in the price bid, (sidewalk or store-door delivery) unless special PO instructions direct or permit otherwise.

Prices: Prices must be firm for acceptance for 60 days from bid opening date unless otherwise specified.

Audits: Vendor understands that it and its subcontractors by accepting funds directly or indirectly under this PO are subject to the authority of the State Auditor or its successor entity to conduct audits or investigations pursuant to Chapter 2262 of the Texas Government Code. Vendor shall include a clause in its subcontracts providing that its subcontractors are subject to the authority of the State Auditor or its successor entity to conduct audits or investigations. Under the direction of the legislative audit committee, a Vendor that is the subject of an audit or investigation by the State Auditor must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. Failure to cooperate with or provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit may subject Vendor to criminal penalties.

Vendor Performance: In compliance with the provisions of the Texas Government Code, Title 10, Subtitle D, Section 2155.074, Section 2155.075, Section 2156.007, Section 2157.003 and Section 2157.125, and the Texas Administrative Code, Title 1, Chapter 113.6, information obtained from CPA's Vendor Performance Tracking System (http://www.window.state.tx.us/procurement/prog/vendor_performance/) may be used in evaluating bids or proposals for goods and/or services to determine the best value for the state.

Criminal Background Checks: Vendor shall provide all required information and assistance for TJJD to conduct criminal background checks on all persons that TJJD determines is required to be background checked and fingerprinted. This may include any staff required to enter a TYC facility where youth reside or who have access to TJJD youth or TJJD youth information under this Agreement. All criminal background checks will be performed at TJJD's expense. Vendor shall notify TJJD's Director of Human Resources of any employee, agent, consultant, subcontractor (including any subcontractor employee) that is arrested, indicted or charged with a criminal offense or who resigns while under investigation for inappropriate conduct or policy violations or is fired during the term of this agreement.

All criminal background checks will be conducted in accordance with TJJD policies and procedures. TJJD's designated contact for criminal background checks is the Director of Human Resources at (512) 424-6000. TJJD has sole discretion to decide which persons working under this Agreement are required to submit to a criminal background check and which persons shall be excluded from TJJD facilities or other work under this Agreement or subject to other security restrictions.

Certification Regarding Disaster Relief: Under Sections 2155.006 and 2261.053, Government Code, the vendor certifies that the individual or business entity named in this bid or PO is not ineligible to receive the specified PO and acknowledges that this PO may be terminated and payment withheld if this certification is inaccurate.

Authorized Signature

Brenda Medack, CTP

05/08/2018



INVITATION FOR BIDS

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DEPARTMENT

IF NOT BIDDING, DO NOT RETURN THIS FORM

AGENCY TO INVOICE
TJJD - Giddings State School P O Box 600 Giddings, TX 78942
DESTINATION OF GOODS IF DIFFERENT THAN ABOVE
TJJD - Giddings State School 2261 James A Turman Rd - CR 226 Giddings, TX 78942

When BIDDING, each bid must be placed in a separate envelope with bid opening date and requisition number annotated immediately below return address on SEALED BID ENVELOPE.

BID OPENING ▶ Week of March 19-23, 2018
Date and Time: _____

REQUISITION NO. ▶ REQ0038976

▶ **FAILURE TO SIGN WILL DISQUALIFY BID** ◀

AUTHORIZED SIGNATURE

DATE

* By signing this bid, bidder certifies that if a Texas address is shown as the address of the bidder, bidder qualifies as a Texas Resident Bidder as defined in Texas Administrative Code, Title 1, Part 5, Chapter 111, Subchapter A, 111.2 (10).

DELIVERY IN ____ DAYS, CASH DISCOUNT ____% ____ DAYS

Check below if preference claimed under Rule 1 TAC 113.8

- ☐ Supplies, materials, equipment, or services produced in TX/ offered by TX bidders*
- ☐ Agricultural products produced or grown in TX
- ☐ Agricultural products and services offered by TX bidders*
- ☐ USA produced supplies, materials or equipment
- ☐ Products of persons with mental or physical disabilities
- ☐ Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
- ☐ Energy efficient products
- ☐ Rubberized asphalt paving material
- ☐ Recycled motor oil and lubricants
- ☐ Products produced at facilities located on formerly contaminated property
- ☐ Products and services from economically depressed or blighted areas

IF BIDDING, RETURN SEALED BIDS TO:

Giddings State School, Attn: Brenda Medack Purchaser,
P O Box 600, Giddings, TX 78942
OR HAND DELIVER OR OVERNIGHT/EXPRESS MAIL:
Attn: Brenda Medack, Purchaser
Giddings State School
2261 James A Turman Rd, CR 226
Giddings, TX 78942
FAX NUMBER FOR BIDDING ONLY: 979-542-0024

▶ **VENDOR ADDRESS AND IDENTIFICATION NUMBER** ◀

The Payee ID Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. If this number is not known, complete the following:

Enter Federal Employer's Identification Number

or

Sole owner should also enter Social Security Number

AWARD NOTICE: The State reserves the right to make an award on the basis of low line item bid, low total of line items, or in any other combination that will serve the best interest of the State and to reject any and all bid items in the sole discretion of the State.

ITEM NO.	CLASS & ITEM	DESCRIPTION	QUANTITY	UNIT	MAKE/MODEL	UNIT PRICE	EXTENSION
1.	913.81	Sewer Maintenance and Repair CAFETERIA SEWER LINE PROJECT Purpose: TJJD - Giddings State School is accepting bids for locating and repairing cracks in sewer line causing sewer gas smell coming into the building. The job may require tunneling under building. LOCATION: TJJD - GIDDINGS STATE SCHOOL 2261 JAMES TURMAN RD GIDDINGS, TX 78942 SCOPE OF WORK for Cafeteria Sewer Line Project Locate and Repair cracks in sewer line causing sewer gas smell coming into building (this job may require tunneling under building). All broken or clogged lines need to be replaced with schedule 40 PVC pipe of matching size. PROJECT SCHEDULE Work days will be Monday thru Friday, 8:00 – 5:00. SAFETY a. Site supervisor will ensure that all equipment used during the project is in safe operating condition. All personnel on the job site must use appropriate safety	1	job		\$ _____	



INVITATION FOR BIDS

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ITEM NO.	CLASS & ITEM	DESCRIPTION	QUANTITY	UNIT	MAKE/MODEL	UNIT PRICE	EXTENSION
		<p>equipment. The agency reserves the right to stop the work if any unsafe conditions are found.</p> <p>b. All electrical equipment and extension cords must be properly grounded and be free from any defect in the insulation.</p> <p>c. All tools will be in good condition and used in a proper manner.</p> <p>d. All tools will be required to be on an inventory list and accounted for daily. If a tool is missing, it must be reported immediately.</p> <p>SECURITY</p> <p>a. A list of all personnel working on the project must have photo ID's.</p> <p>b. Additional security rules will be given to selected vendor at start of project.</p> <p>GENERAL</p> <p>a. Work area shall be cleaned of all debris at the end of each workday.</p> <p>b. The contractor shall provide materials & safety equipment and all required tools and equipment to complete the project.</p> <p>c. If after hours and weekend work is necessary, it must have prior approval from Superintendent.</p> <p>d. Maximum care should be taken while excavation to avoid damages to other underground services. Concrete and paved areas should be restored to its original state & shape after the job is completed. The Contractor will repair or replace at his own cost if anything is damaged due to the negligence of the contractor.</p> <p>e. The contractor is required to provide warranty for the workmanship for twelve months from the date of completion of the project.</p> <p>TRENCH EXCAVATION</p> <p>All excavations should be carried out with extreme care and at most supervision to avoid any possible damages to the existing services or any other materials/components, etc. Any trenching done must be shored up according to code.</p> <p>LAYING OF PIPES</p> <p>Pipes should have enough slope to have smooth sewage flow.</p> <p>TESTING</p> <p>Conduct a water test for leakage and proper slope on each drain line prior to back filling.</p> <p>CLEANING</p> <p>Remove excess soil and stones from the property & clean, restore the complete area and make necessary repairs for the damages if any.</p> <p>CONTACT</p> <p>To look at job site, please set up an appointment with Jason Stork, Maintenance Supervisor. Contact @ 979-542-4562.</p>					



INVITATION FOR BIDS

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ITEM NO.	CLASS & ITEM	DESCRIPTION	QUANTITY	UNIT	MAKE/MODEL	UNIT PRICE	EXTENSION
		<p>SUBMITTING BID:</p> <p>Be sure to submit a breakdown of cost on the job based on materials and labor on company letter head, along with this bid sheet.</p> <p>Mail bids to: Brenda Medack , Purchaser Giddings State School P O Box 600 Giddings, TX 78942</p> <p>or FedEx/UPS package to: Brenda Medack, Purchaser Giddings State School 2261 James A Turman Rd. (CR 226) Giddings, TX 78942</p> <p>Bids must be turned in by close of day March 16, 2018 (5:00 p.m.) Bids will be processed and awarded the week of March 19-23, 2018</p> <p>Questions: Contact - Brenda Medack, Purchaser 979-542-4511 email: brenda.medack@tjtd.texas.gov</p>					



INVITATION FOR BIDS

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1. BIDDING REQUIREMENTS;

- 1.1 Bidders must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
- 1.2 Bidder agrees to comply with all terms, conditions and specifications as contained in this solicitation.
- 1.3 Bidder guarantees product offered will meet or exceed written specifications identified in this solicitation.
- 1.4 Bidders must price per unit shown. Unit prices shall govern in the event of extension errors.
- 1.5 Bids should be submitted on this form. Bids must be time stamped at location stated on the first page of the solicitation; on or before the hour and date specified for the bid opening.
- 1.6 Late and/or unsigned bids will not be considered under any circumstances. Person signing bid must have the authority to bind the firm in a contract.
- 1.7 **Freight Charges & F.O.B. Point** – All quotes/bids shall be F.O.B. Destination, transportation prepaid and allowed (dock and/or store-door delivery) unless special contract instructions direct or permit otherwise.
- 1.8 Bid prices are requested to be firm for TJJD acceptance for 30 days from bid opening date. "Discount from list" bids are not acceptable unless requested. Cash discounts are not considered in determining an award. Cash discounts offered will be taken if earned.
- 1.9 Bidder should enter Payee ID Number, full firm name and address of bidder on the face of this form (enter in the space provided). Additionally, firm name should appear on each continuation page of the solicitation, in the block provided in the upper right hand corner.
- 1.10 Bid cannot be altered or amended after opening time. Alterations made before opening time should be initialed by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by the TJJD based on an acceptable written reason.
- 1.11 Purchases made for State use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in bid. Excise Tax Exemption Certificates are available upon request.
- 1.12 The State reserves the right to accept or reject all or any part of this solicitation, waive minor technicalities and award the bid to best serve the interests of the State.
- 1.13 Consistent and continued tie bidding could cause rejection of bids by the TJJD and/or investigation for antitrust violations.
- 1.14 The telephone number for FAX submission of bids is **1-XXX-XXX-XXXX**. This is the only number that will be used for the receipt of bids. The State shall not be responsible for failure of electronic equipment or operator error. Late, illegible, incomplete, or otherwise non-responsive bids will not be considered. Written confirmation is not required for faxed bids.
- 1.15 Inquiries pertaining to solicitations must include the requisition number, class/item codes, and opening date.

- 1.16 **Bid Preparation Expense** – Any expense related to the submission of a bid is the sole responsibility of the bidder. The state will not reimburse bidders for any cost related to bid preparation or submission.

2. SPECIFICATION:

- 2.1 Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Bids on brands of like nature and quality will be considered unless advertised under Texas Government Code, Title 10, Subtitle D, Section 2155.067. If bidding on other than references, bid should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified offered, illustrations and complete description of product offered are requested to be made part of the bid. Failure to take exception to specifications or reference data will require bidder to furnish specified brand names, numbers, etc.
- 2.2 **CONDITION OF PRODUCTS** – All items bid shall be new and unused, of current production, and in first class condition, including containers suitable for shipment and storage, unless otherwise specified in the solicitation.
- 2.3 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
- 2.4 Samples, when requested, must be furnished free of expense to the State. If not destroyed in examination, they will be returned to the bidder, upon request, at bidder's expense. Each sample should be marked with bidder's name, address and requisition number. Do not enclose in or attach bid to sample.
- 2.5 The State will not be bound by any oral statements or representation contrary to the written specifications of this solicitation.
- 2.6 Manufacturer's standard warranty shall apply unless otherwise stated in this solicitation.
3. **ACCESS TECHNOLOGY CLAUSE:** The vendor expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, the vendor represents and warrants to the qualified ordering entity that the technology provided to the qualified ordering entity for purchase is capable, either by virtue of features included with the technology or because it is readily adaptable by use with other technology, of:
 - 3.1 providing equivalent access for effective use by both visual and nonvisual means;
 - 3.2 presenting information, including prompts used for interactive communications, in formats intended for both visual and nonvisual use; and
 - 3.3 being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

For purposes of this clause, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other means such as assistive devices or services that would constitute reasonable accommodations under the Federal Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and

other means of navigating graphical displays and customizable display appearance.

4. BID EVALUATION:

- 4.1 The State reserves the right to award on the basis of a low line item, low total (group or groups) or in any combination that will best serve the interests of the State.
- 4.2 The State reserves the right to reject or accept all or any part of a bid, waive minor technicalities and make an award in the best interest of the State.
5. **TIE BIDS** - Awards will be made in accordance with Rule 1 TAC Section 113.6 (b) (3) and 113.8 (Preferences).

6. DELIVERY

- 6.1 Show number of days required to place material in receiving agency's designated location under normal conditions. Delivery days mean calendar days, unless otherwise specified. Failure to state delivery time obligates bidder to deliver in 14 calendar days. Unrealistic delivery promises may cause bid to be disregarded.
- 6.2 If delay is foreseen, vendor shall give written notice to the appropriate ordering entity. Vendor must keep the ordering agency advised at all times of status of order. Default promised delivery (without accepted reasons) or failure to meet specifications authorizes the TJJD to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.
- 6.3 No substitutions permitted without written approval of TJJD.
- 6.4 Delivery shall be made during normal working hours only, unless prior approval has been obtained from ordering agency.
- 6.5 **IDENTIFICATION OF SHIPMENTS** – In addition to the complete destination address, each package must be clearly marked with the agency purchase order number as shown on the order. Each shipment must be accompanied by a packing slip referencing this information.
7. **INSPECTION AND TESTS** - All goods are subject to inspection and test by the Agency. Authorized TJJD personnel shall have access to supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the bid or on samples taken from regular shipment. All costs shall be borne by the vendor in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods, which have been delivered and rejected in whole or in part may be, at the State's option, returned to the vendor at vendor's risk and expense or disposed of in accordance with TBPC rules or State statutes. Latent defects may result in revocation of acceptance of any product.
8. **ACCEPTANCE** – Inspections shall occur when the merchandise is being unpacked, uncrated, etc. The merchandise shall be checked against the purchase order for damages, shortages and compliance with the order's specifications. The agency shall inspect all shipments received against purchase order and report any discrepancies (allowance for concealed damages) to the vendor no later than 15 days from initial delivery. All deliveries shall be subject to further inspection prior to acceptance (e.g., concealed damages, shortages, etc.). A vendor may be required to pick up any merchandise not conforming to specifications and replace the merchandise immediately.
9. **AWARD OF CONTRACT** - A response to this solicitation is an offer to contract based upon the terms, conditions and specifications contained herein. Bids do not become contracts until they are



INVITATION FOR BIDS

TEXAS
JUVENILE
JUSTICE
DEPARTMENT

accepted through a signed Notice of Award, Purchase Order or Contract issued. The contract shall be governed, construed and interpreted under the laws of the State of Texas. Any legal actions must be filed in Travis County, Texas. Factors listed in Texas Government Code, Title 10, Subtitle D, Section 2155.074, 2155.144, 2156.007 and 2157.003 shall also be considered in making an award when specified.

10. **DAMAGES FOR FAILURE TO PERFORM –**

A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the agency and/or the State of Texas. If merchandise delivered under a contract has been used or consumed by the agency and on testing is found not to comply with specifications, no payment may be approved for such merchandise until the amount of actual damages incurred has been determined. A vendor who fails to pay such damages assessed by the agency/state may not be awarded additional contracts until such damages have been paid or the matter has been otherwise resolved.

11. **PAYMENT** - Invoices must be submitted in duplicate to the receiving entity and must indicate the vendor's Texas Payee Identification Number. Invoice must show the receiving entity's name, must correspond with the item(s) as numbered on the purchase order, shipment date of merchandise and applicable purchase order number and date of purchase order. The State will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice.

12. **PROMPT PAYMENT** - Terms of payment shall be in accordance with Chapter 2251 Texas Government Code.

13. **PATENTS OR COPYRIGHTS** - The vendor agrees to protect the State from claims involving infringement of patents or copyrights.

14. **VENDOR ASSIGNMENTS** - Vendor hereby assigns to ordering agency any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and the antitrust laws of the State of Texas, TEX. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967).

15. **BIDDER AFFIRMATION** - Signing this bid with a false statement is a material breach of contract and shall void the submitted bid or any resulting contracts, and the bidder shall be removed from all bid lists. By signature hereon affixed, the bidder hereby certifies that:

- 15.1 The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.

- 15.2 Pursuant to 15 U.S.C. Sec. 1, et seq. And Tex. Bus. & Comm. Code Sec. 15.01, et seq. neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

- 15.3 Pursuant to Texas Government Code, Title 10, Subtitle D, Section 2155.004(a), the bidder has not received compensation for participation in the preparation of the specifications for this solicitation.

- 15.4 If applicable, pursuant to Texas Family Code, Title 5, Subtitle D, Section 231.006 (d), re: child support, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any bidder subject to Section 231.006 must include names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the bid. This information must be provided prior to award.

- 15.5 Pursuant to Section 2155.004 Government Code, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.

- 15.6 The Contractor shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of contractor or any agent, employee, subcontractor, or supplier of contractor in the execution or performance of this contract.

- 15.7 Bidder agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

- 15.8 Bidder certifies that they are in compliance with Texas Government Code, Title 6, Subtitle B, Section 669.003 relating to contracting with executive head of a state agency. If Section 669.003 applies, bidder will complete the following information in order for the bid to be evaluated:

Name of Former Executive: _____
Name of State Agency: _____
Date of separation from State Agency: _____
Position with Bidder: _____
Date of Employment with Bidder: _____

- 15.9 Bidder agrees to comply with Texas Government Code 2252.901. Has the Bidder and/or any of his employees been employed by TJJD within the last 12 months? ☐ YES ☐ NO
If yes, please complete the following:

Name of Former Employee: _____
Date of Separation from TJJD: _____
Date of Employment with Proposed Bidder: _____
Position with Proposed Bidder: _____

- 15.10 Bidder agrees to comply with Government Code 2155.4441, pertaining to service contract use of products produced in the State of Texas.

16. **NOTE TO BIDDER** - Any terms and conditions attached to a bid will not be considered unless specifically referred to on this bid form and may result in disqualification of the bid.

17. **DISPUTE RESOLUTION** - The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, by the Texas Juvenile Justice Department and the Contractor to attempt to resolve any claim for breach of contract made by the contractor. The submission, processing and resolution of the contractor's claim is governed by the published rules adopted by the Texas Juvenile Justice Department pursuant to Chapter 2260, as

currently effective, hereafter enacted or subsequently amended.

18. **FUNDING OUT CLAUSE** - Any contract resulting from this solicitation is contingent upon the continued availability of lawful appropriations by the Texas Legislature.

19. **ADDITION/DELETION** - Amendments may be made for additions and/or deletions of goods or services under the same terms and conditions of this order.

20. **AUTHORIZED RELIEF FROM PERFORMANCE (Force Majeure)** - The agency may grant relief from performance of the contract if the contractor is prevented from compliance and performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the contractor. The burden of proof for the need of such relief shall rest upon the contractor. To obtain release based on Force Majeure, the contractor must file a written request with the ordering agency.

21. **SUBCONTRACTING PROGRAM (HUBs)** - Good Faith Effort - State agencies are required to make a good faith effort to assist Historically Underutilized Businesses (HUBs) in receiving contract awards issued by the State, see Tex. Gov't Code Ann. Title 10, Subtitle D, Chapter 2161. The goal of the program is to promote fair and competitive business opportunities for all businesses contracting with the State of Texas.

22. **RECYCLED / REMANUFACTURED / ENVIRONMENTALLY SENSITIVE PRODUCTS** - Texas state law requires that a purchasing preference be given to any product made from recycled material if the product meets written specifications as to quality and quantity. If a product bid contains recycled material, please identify the item number and report the percent of all recycled material in the product and the percent of post-consumer material used in the product. "Post-consumer" means material that has been recycled after sale to a consumer as opposed to reuse of manufacturing waste material prior to sale. In addition, identify any products that meet the criteria of "environmentally sensitive."

23. **MATERIAL SAFETY DATA SHEETS** - A vendor must provide, at no cost, at least one copy of any applicable Manufacturer's Material Safety Data Sheets (MSDS). If OSHA or Federal or State laws provide for additional requirements, those requirements are in addition to the MSDS requirement.

24. **Information, documentation and other material in connection with the solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act").**

25. **Vendor understands that it and its subcontractors by accepting funds directly or indirectly under this contract are subject to the authority of the State Auditor or its successor entity to conduct audits or investigations pursuant to Chapter 2262 of the Texas Government Code. Vendor shall include a clause in its subcontracts providing that its subcontractors are subject to the authority of the State Auditor or its successor entity to conduct audits or investigations. Under the direction of the legislative audit committee, a Vendor that is the subject of an audit or investigation by the State Auditor must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. Failure to cooperate with the State Auditor may subject Vendor to criminal penalties.**

CAFETERIA SEWER LINE PROJECT – GIDDINGS STATE SCHOOL

LOCATION:

TJJD – GIDDINGS STATE SCHOOL
2261 JAMES TURMAN RD
GIDDINGS, TX 78942

SCOPE OF WORK for Cafeteria Sewer Line Project

Locate and Repair cracks in sewer line causing sewer gas smell coming into building (this job may require tunneling under building). All broken or clogged lines need to be replaced with schedule 40 PVC pipe of matching size.

PROJECT SCHEDULE

Work days will be Monday thru Friday, 8:00 – 5:00.

SAFETY

- a. Site supervisor will ensure that all equipment used during the project is in safe operating condition. All personnel on the job site must use appropriate safety equipment. The agency reserves the right to stop the work if any unsafe conditions are found.
- b. All electrical equipment and extension cords must be properly grounded and be free from any defect in the insulation.
- c. All tools will be in good condition and used in a proper manner.
- d. All tools will be required to be on an inventory list and accounted for daily. If a tool is missing, it must be reported immediately.

SECURITY

- a. A list of all personnel working on the project must have photo ID's.
- b. Additional security rules will be given to selected vendor at start of project.

GENERAL

- a. Work area shall be cleaned of all debris at the end of each workday.
- b. The contractor shall provide materials & safety equipment and all required tools and equipment to complete the project.
- c. If after hours and weekend work is necessary, it must have prior approval from Superintendent.
- d. Maximum care should be taken while excavation to avoid damages to other underground services. Concrete and paved areas should be restored to its original state & shape after the job is completed. The Contractor will repair or replace at his own cost if anything is damaged due to the negligence of the contractor.
- e. The contractor is required to provide warranty for the workmanship for twelve months from the date of completion of the project.

TRENCH EXCAVATION

All excavations should be carried out with extreme care and at most supervision to avoid any possible damages to the existing services or any other materials/components, etc. Any trenching done must be shored up according to code.

LAYING OF PIPES

Pipes should have enough slope to have smooth sewage flow.

TESTING

Conduct a water test for leakage and proper slope on each drain line prior to back filling.

CLEANING

Remove excess soil and stones from the property & clean, restore the complete area and make necessary repairs for the damages if any.

CONTACT

To look at job site, please set up an appointment with Jason Stork, Maintenance Supervisor.
Contact @ 979-542-4562.



BID TABULATION

TEXAS
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Purchase Order #: 18-0006465 Date Quotes Obtained : 3/16/2018 Bid Method: Quotes

Item(s) below, or equivalent, is not on TPASS term or DIR Contract (Phone, Fax, etc.)
If Item(s) below, or equivalent, is on contract: Spot Option is: \$ or Minimum Order is: \$

VENDOR/COMPANY NAME AND ADDRESS		HUB VENDOR V Y-Yes N-NO	CMBL VENDOR NUMBER 5/6 Digit Number	HUB STATUS: Gender: Ethnicity: (Enter appropriate letter code) M - Male F - Female BL - Black AS - Asian AI - Am Indian HI - Hispanic WO - Woman Owned		CONTACT PERSON'S NAME AND PHONE NUMBER
A.	Carter Plumbing Inc	NO				Clay Carter
	1114 Shady Circle					phone 979-773-2550
	Lexington, TX 78947					
B.	Mike's Plumb Perfect	NO				Mike Surman
	LaGrange, TX					979-250-3809
C.	Gaeke Construction	No				David Bartay
	Giddings, TX					979-542-2943
		No				

Item	COMPLETE Description	Qty/Unit	Bidder A	Bidder B	Bidder C	Bidder D	Bidder E
	Cafeteria Sewer Line Repair Project		28.980.00	no bid	no bid		
	Repair cracks in sewer line that runs under building						
	causing sewer gas back up smell in building						
	Several company's came out to look, but no one						
	wanted to bid on doing the tunneling under the						
	building.						
DELIVERY: (After Receipt of Order)							
FREIGHT: FOB Destination/Frieght Included							
FOB Destination/Prepaid and Added							
FOB Origin/Prepaid and Added							
Total:			\$28,980.00	\$0.00	\$0.00	\$0.00	\$0.00

Reason for award if to other than low bidder or if HUB Vendors were not contacted: _____

I hereby certify that the above includes all bidders that have been contacted for bids and their replies are exactly as stated.

☐ IF THIS IS A BEST VALUE PURCHASE, COMPLETE THE FOLLOWING:

This purchase has been determined to be Best Value

Reason: _____ Competitive Pricing

_____ Other (Specify)

Name or Signature of Person Securing Pricing

Signature of Approval



INVITATION FOR BIDS

TEXAS
JUVENILE
JUSTICE
DEPARTMENT

IF NOT BIDDING, DO NOT RETURN THIS FORM

AGENCY TO INVOICE

TJJD - Giddings State School
P O Box 600
Giddings, TX 78942

DESTINATION OF GOODS IF DIFFERENT THAN ABOVE

TJJD - Giddings State School
2261 James A Turman Rd - CR 226
Giddings, TX 78942

When BIDDING, each bid must be placed in a separate envelope with bid opening date and requisition number annotated immediately below return address on SEALED BID ENVELOPE

BID OPENING ▶ Week of March 19-23, 2018
Date and Time: March 17, 2018

REQUISITION NO. ▶ **REQ0038976**

▶ **FAILURE TO SIGN WILL DISQUALIFY BID** ◀
Katy Carter 3-14-18
AUTHORIZED SIGNATURE DATE

* By signing this bid, bidder certifies that if a Texas address is shown as the address of the bidder, bidder qualifies as a Texas Resident Bidder as defined in Texas Administrative Code, Title 1, Part 5, Chapter 111, Subchapter A, 111.2 (10).

DELIVERY IN _____ DAYS, CASH DISCOUNT _____ % _____ DAYS

Check below if preference claimed under Rule 1 TAC 113.8

- ☐ Supplies, materials, equipment, or services produced in TX/ offered by TX bidders*
- ☐ Agricultural products produced or grown in TX
- ☐ Agricultural products and services offered by TX bidders*
- ☐ USA produced supplies, materials or equipment
- ☐ Products of persons with mental or physical disabilities
- ☐ Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
- ☐ Energy efficient products
- ☐ Rubberized asphalt paving material
- ☐ Recycled motor oil and lubricants
- ☐ Products produced at facilities located on formerly contaminated property
- ☐ Products and services from economically depressed or blighted areas

IF BIDDING, RETURN SEALED BIDS TO:

Giddings State School, Attn: Brenda Medack Purchaser,
P O Box 600, Giddings, TX 78942
OR HAND DELIVER OR OVERNIGHT/EXPRESS MAIL:
Attn: Brenda Medack, Purchaser
Giddings State School
2261 James A Turman Rd, CR 226
Giddings, TX 78942
FAX NUMBER FOR BIDDING ONLY: 979-542-0024

▶ **VENDOR ADDRESS AND IDENTIFICATION NUMBER** ◀

The Payee ID Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. If this number is not known, complete the following:

Enter Federal Employer's Identification Number 20-8742515 or Sole owner should also enter Social Security Number _____

AWARD NOTICE: The State reserves the right to make an award on the basis of low line item bid, low total of line items, or in any other combination that will serve the best interest of the State and to reject any and all bid items in the sole discretion of the State.

ITEM NO.	CLASS & ITEM	DESCRIPTION	QUANTITY	UNIT	MAKE/MODEL	UNIT PRICE	EXTENSION
1.	913.81	Sewer Maintenance and Repair CAFETERIA SEWER LINE PROJECT Purpose: TJJD - Giddings State School is accepting bids for locating and repairing cracks in sewer line causing sewer gas smell coming into the building. The job may require tunneling under building. LOCATION: TJJD - GIDDINGS STATE SCHOOL 2261 JAMES TURMAN RD GIDDINGS, TX 78942 SCOPE OF WORK for Cafeteria Sewer Line Project Locate and Repair cracks in sewer line causing sewer gas smell coming into building (this job may require tunneling under building). All broken or clogged lines need to be replaced with schedule 40 PVC pipe of matching size. PROJECT SCHEDULE Work days will be Monday thru Friday, 8:00 - 5:00. SAFETY a. Site supervisor will ensure that all equipment used during the project is in safe operating condition. All	1	job		\$ _____	



INVITATION FOR BIDS

TEXAS
JUVENILE
JUSTICE
DEPARTMENT

ITEM NO.	CLASS & ITEM	DESCRIPTION	QUANTITY	UNIT	MAKE/MODEL	UNIT PRICE	EXTENSION
		<p>equipment. The agency reserves the right to stop the work if any unsafe conditions are found.</p> <p>b. All electrical equipment and extension cords must be properly grounded and be free from any defect in the insulation.</p> <p>c. All tools will be in good condition and used in a proper manner.</p> <p>d. All tools will be required to be on an inventory list and accounted for daily. If a tool is missing, it must be reported immediately.</p> <p>SECURITY</p> <p>a. A list of all personnel working on the project must have photo ID's.</p> <p>b. Additional security rules will be given to selected vendor at start of project.</p> <p>GENERAL</p> <p>a. Work area shall be cleaned of all debris at the end of each workday.</p> <p>b. The contractor shall provide materials & safety equipment and all required tools and equipment to complete the project.</p> <p>c. If after hours and weekend work is necessary, it must have prior approval from Superintendent.</p> <p>d. Maximum care should be taken while excavation to avoid damages to other underground services. Concrete and paved areas should be restored to its original state & shape after the job is completed. The Contractor will repair or replace at his own cost if anything is damaged due to the negligence of the contractor.</p> <p>e. The contractor is required to provide warranty for the workmanship for twelve months from the date of completion of the project.</p> <p>TRENCH EXCAVATION</p> <p>All excavations should be carried out with extreme care and at most supervision to avoid any possible damages to the existing services or any other materials/components, etc. Any trenching done must be shored up according to code.</p> <p>LAYING OF PIPES</p> <p>Pipes should have enough slope to have smooth sewage flow.</p> <p>TESTING</p> <p>Conduct a water test for leakage and proper slope on each drain line prior to back filling.</p> <p>CLEANING</p> <p>Remove excess soil and stones from the property & clean, restore the complete area and make necessary repairs for the damages if any.</p> <p>CONTACT</p> <p>To look at job site, please set up an appointment with Jason Stork, Maintenance Supervisor. Contact @ 979-542-4562.</p>					



INVITATION FOR BIDS

TEXAS
JUVENILE
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DEPARTMENT

ITEM NO.	CLASS & ITEM	DESCRIPTION	QUANTITY	UNIT	MAKE/MODEL	UNIT PRICE	EXTENSION
		<p>SUBMITTING BID:</p> <p>Be sure to submit a breakdown of cost on the job based on materials and labor on company letter head, along with this bid sheet.</p> <p>Mail bids to: Brenda Medack , Purchaser Giddings State School P O Box 600 Giddings, TX 78942</p> <p>or FedEx/UPS package to: Brenda Medack, Purchaser Giddings State School 2261 James A Turman Rd, (CR 226) Giddings, TX 78942</p> <p>Bids must be turned in by close of day March 16, 2018 (5:00 p.m.) Bids will be processed and awarded the week of March 19-23, 2018</p> <p>Questions: Contact - Brenda Medack, Purchaser 979-542-4511 email: brenda.medack@tjtd.texas.gov</p>					

**CARTER PLUMBING, INC.
1114 SHADY CIRCLE
LEXINGTON, TX 78947
(979)-773-2550
(979)-304-4455
RM-38057**

3-14-18

Job – Giddings State School

Problem – Leak on Sanitary Sewer Kitchen area near restrooms.

**Scope – Demo 4x4 of concrete in Mechanical room just outside of water heater room. Tunnel under exterior beam to the leak location wherever it may be.
This work not to exceed \$ 16,000.00**

Repair leak or leaks \$2,750.00

Backfill with a high density material – Sand = \$3,300.00

-Light weight concrete \$5,500.00

Hall off of any spoils \$550

Patch concrete (4x4) \$880

Total cost for project depending on backfill material -\$28,980.00

**Thank you,
Clay Carter
Carter Plumbing Inc.**

Brenda Medack

From: James Mitschke
Sent: Tuesday, March 20, 2018 11:07 AM
To: Brenda Medack
Subject: bids

These are the contractors we talked to about the plumbing jobs:

1. Mike's Plumb Perfect
979-250-3809
Mike Surman
2. Gaeke Const.
542-2943
David Bartay
3. Carter Plumbing
979-304-4455
Clay Carter
4. A company from Austin (and the man didn't have a card with him) but he said they weren't interested because there was tunneling involved

Charles Nickson (512) 426-9328